

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-13-64528

HUD# 07-13-0672-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MICHAEL J. BARRETT

1217 South 15th Street

Adel, Iowa 50003

H. MICHAEL YOUNGMAN

11 South La Salle Street #2710

Chicago, IL 60603

ANGELENE B. YOUNGMAN

11 South La Salle Street #2710

Chicago, IL 60603

COMPLAINANT

PEGGY SIELEMAN

408 South 10th Street Apartment #7

Adel, Iowa 50003

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant Peggy Sieleman alleged Respondent Michael Barrett discriminated against her after he learned she had a boyfriend by acting cold and unfriendly towards her, and subsequently serving her with a 30-day notice of non-renewal, with no reason given, resulting in different terms and conditions of rental based on sex (male by association). Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, an 8-unit apartment complex, located at 408 South 10th Street Apartment #7, Adel, IA 50003.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act (FHA) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf) and the corresponding version in Spanish may be obtained at [http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf).

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

#### Relief for Complainants

10. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination, or retaliation. Respondents agree if Complainant has any issues that cannot be resolved directly with Respondent Property Manager Michael Barrett, he may contact Kevin Youngman at 312-545-5479. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations.

The parties acknowledge that on July 31, 2013, Complainant's lease expired.

In consideration for Complainant and Respondents executing this Settlement Agreement, Respondents agree to renew Complainant's lease for the time period, August 1, 2013 through August 31, 2013. Complainant agrees to pay her August rent on August 1, 2013 and vacate the subject property on or before August 31, 2013.

11. Once Complainant has vacated Apartment 7, Respondents agree to do a check-out of Apartment 7, with Complainant and her representative present, and at a timely mutually agreed upon by all parties to confirm that it has been turned over to Respondents in good condition; normal wear and tear excepted. Respondents agree to waive the \$60 carpet cleaning fee.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainant's \$510 security deposit tendered to them pursuant to their lease agreement.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the rental deposit monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for cleaning or damage.

Signatures on the following page (page 5)

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Michael J. Barrett, RESPONDENT

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Date

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H. Michael Youngman, RESPONDENT

Date

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Angelene B Youngman, RESPONDENT

Date

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Peggy Sieleman, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION